This decision following *Lehigh Valley R. Co. v. Pennsylvania*, 145 U. S. 192 adds to the weight of authority. But see *State v. Chicago, St. P. M. & O. R. Co.*, 40 Minn. 267; and *New Orleans Cotton Exchange v. Cincinnati, N. O. & T. P. R. Co.*, 2 Inters. Com. Rep. 289. Where there are connecting carriers the rule is in doubt. *Sternberger v. Railroad Co.* 29 S. C. 510; *Leavell v. West. Union Tel. Co.*, 116 N. C. 211. When the state attempts to "regulate" rates under such circumstances it acts without authority. *Hanley v. Kansas City Southern R. Co.*, 187 U. S. 617.

LIBEL—PRIVILEGE.—PREWITT V. WILSON, 105 N. W. 365 (Ia.).—*Held*, that a defamatory publication concerning a candidate for public office is privileged but only conditionally,

There is a direct conflict of authority on this point. Some courts hold that such publications are to be considered on the same basis as an ordinary writing. *Post Pub. Co. v. Hallans*, 59 Fed. 530; *Root v. King*, 7 Cow. (N. Y.) 613. Others hold that they are conditionally privileged; that is, if made in good faith, even though false, the writer is not liable. *State v. Balch*, 31 Kan. 465; *Marks v. Baker*, 28 Minn. 162. It must not be reckless repetition of a rumor but must be on probable cause. *Burke v. Mascarick*, 81 Cal. 302; *Briggs v. Garrett*, 111 Pa. St. 404. The reason is that each elector has the right to discuss and inform others as to his belief in the fitness or un fitness of the candidate. However, it must be published solely for the purpose of informing other electors or the writer will be liable. *State v. Keenan*, 82 N. W. 792 (Ia.). The ruling in the principal case is, therefore, in accordance with the general rule and prior decisions in Iowa. *Bays v. Hunt*, 60 Ia. 251.

MASTER AND SERVANT—OWNER'S DUTY TOWARD CONTRACTOR'S SERVANT.—STEVENS V. UNITED GAS AND ELECTRIC CO., 60 ATL. 848 (N. H.).—Where servant of an independent contractor, while engaged in erecting a power house for defendant is injured by defectively insulated wires maintained on the premises by the defendant, *held*, that the defendant is liable since he owed him the non-delegable duty of protection from concealed dangers. Young, J. *dissenting*.

The liability here is analogous to that of the owner of real estate who is held responsible for the injuries of those expressly or impliedly invited on his premises. *Johnson v. Spear*, 76 Mich. 139. The relation of master and servant does not subsist between proprietor and a servant of contractor; only that of landowner and invitee. *Thompson, Negligence*, §§ 680, 979; *Huffcut, Agency*, 278. Must warn them of all danger. *Erickson v. Railroad*, 41 Minn. 500, and is responsible if injured by instrumentalities he has furnished. *Coughtay v. Woolen Co.*, 56 N. Y. 124. Although the owner's liability has not been recognized in some cases, where the contractor has full control over the servants and premises. *Reier v. Detroit Steel & Spring Works*, 109 Mich. 244. The owner's responsibility where contractor has such control would be the same as a landlord to his tenant's servant, *Towne v. Thompson*, 68 N. H. 317, except that owner must not contract for a nuisance. *Brannock v. Elmore*, 114 Mo. 55.

MUNICIAL CORPORATIONS—LIABILITY FOR NEGLIGENCE—MAINTENANCE OF SEWERS.—LOCKWOOD V. CITY OF DOVER, 61 ATL. 32, (N. H.).—*Held*, that

where a city voluntarily exercises its authority to construct a sewer for the local advantage of the municipality, it is liable for negligence in the construction or maintenance of same. And, where the construction of such sewers is put in charge of board of commissioners, they act as agents of city and not public officers and the city is not relieved of its liability.

That an action at law will lie against a city for damages caused by negligence in carrying out a public improvement authorized by statute, seems to be well established. *Boston Belting Co. v. Boston*, 149 Mass. 44; *Rochester White Lead Co. v. City of Rochester*, 3 N. Y. 463. Municipal corporations are responsible for due care in the execution of any work ordered by them, and if the work is one for the special benefit of its own people, it must not negligently be allowed to get out of repairs to the injury of individuals. *Cooley on Torts*, page 621. When the construction and maintenance of streets, sewers, etc., is put in exclusive control of a board of street and park commissioners it is interpreted to mean "exclusive" of other officers and not exclusive of city. *Ehrgott v. The Mayor*, 96 N. Y. 264. Members of such board are considered as agents of the city and the latter is there; fore liable for their negligence. *Barnes v. District of Columbia*, 91 U. S. 540. *Bailey v. Mayor*, 3 Hill 531.

NUISANCES—CREATION BY GRANTOR—NOTICE TO ABATE.—GRAHAM V. CHICAGO I. & L. RY. CO., 74 N. E. 641 (IND.).—Wherein an action for a nuisance on the alleged theory that defendant created the nuisance, it being specially found that the nuisance was created by defendant's grantor, *held*, plaintiff was not entitled to recover, in the absence of notice to defendant of such nuisance and a demand for abatement a reasonable time before suit is brought.

There must be a request to abate. *Cooley on Torts*, 728. The notice may be written or oral or by acts clearly giving the party notice. *Carleton v. Reddington*, 21 N. H. 291-311. The grantee does not become responsible merely because he becomes the owner. *London v. Mullins*, 52 Iowa App. 410. *Lufkin v. Zane*, 157 Mass. 117. Although the principle "that it is clearly his (grantee's) duty to look into the right of his grantor before purchasing" was maintained in a well written opinion in *Caldwell v Gale*. 11 Mich. 774, in *Pinney v. Berry*, 61 Mo. 539, it was held that neither express notice nor positive request to abate was necessary. The better opinion would seem that the liability for the nuisance is not incurred by the grantee on account of his ownership but through his participation in and continuance of the wrong and notice would therefore be necessary. *Conhocton Stone R. v. B. N. Y. & E. R. R.*, 51 N. Y. 513.

PATENTS—INVENTION—COMBINATION OF OLD ELEMENTS.—IMPERIAL BOTTLE CUP & MACHINE CO. V. CROWN CORK & SEAL CO. 139 Fed. 312.—Where a patent consists of a combination of old elements co-operating upon a new principle to produce the same results as a prior patent, *held*, that the use of the old elements may limit but cannot defeat the patent. Gaff, J., *dissenting*.

To entitle improvement to protection as invention it should arise from the exercise of the inventive facilities involving something more than is obvious to persons skilled in that particular line. *Pearce v. Mulford*, 102 U. S. 112; *Packing Co. v. Provision Co.* 105 U. S. 566. A combination may result either from the exercise of inventive skill or from mechanical ingenuity and experiments, but it is an invention and the subject matter of a patent in the former case